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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

EAGLE VIEW TECHNOLOGIES, INC. and
PICTOMETRY INTERNATIONAL CORP.,

Plaintiffs,

v.

NEARMAP US, INC.,

Defendant.

**DEFENDANT’S OPPOSITION TO
PLAINTIFFS’ MOTION FOR LEAVE TO
SUPPLEMENT THE RECORD IN
SUPPORT OF PLAINTIFFS’ SHORT
FORM DISCOVERY MOTION TO
COMPEL CONTINUED DEPOSITION
OF TONY AGRESTA**

Case No.: 2:21-cv-00283

Judge: Ted Stewart

Magistrate Judge: Daphne A. Oberg

EagleView’s Motion for Leave to Supplement the Record in Support of Its Short Form Discovery Motion to Compel the Continued Deposition of Tony Agresta (“the Motion”) should be denied. EagleView submits two new exhibits purportedly justifying the continued deposition of Agresta. Neither supports its motion to compel (Dkt. No. 198).

In Exhibit B to the Motion, the accused product MapBrowser is mentioned on only two slides. The other slides in Exhibit B relate to GAF’s QuickMeasure report and CoreLogic’s SkyMeasure report that are not presently at issue in the lawsuit albeit they are the subject of EagleView’s pending motions to amend. Dkt. No. 158 at 1 (EagleView’s Motion for Leave to

File an Amended Complaint or, in the Alternative, to Consolidate Cases); Dkt. No. 192 at 1 (EagleView’s Motion for Leave to Amend Final Infringement Contentions). Therefore, discovery related to the products should not be permitted under Rule 26 of the Federal Rules of Civil Procedure, which would be consistent with the Court’s ruling on Monday (Dkt. No. 221 at 5). Further, to the extent that EagleView asserts that the document relates to the development to MapBrowser, EagleView had the opportunity and did depose Nearmap corporate deponent who already testified extensively about the development of MapBrowser. Natasha Ridley was designated on Rule 30(b)(6) Topic No. 6 as to MapBrowser: “The conception, design, development structure, architecture, specifications, configuration, operation, and functionality of each version of the Accused Products.”

Exhibit C to the Motion relates to a Nearmap customer that is not a party to this action: iRoofing. EagleView has not sought to add iRoofing to the case. This is for good reason. Nearmap does not sell any of the accused products to iRoofing. Ex. 1 (Dec. 8, 2022 Agresta Dep. Tr. (excerpt)) at 203:15–204:21.¹

It is telling that in its motion to compel EagleView was only able to identify a single document to justify its request for four more hours of deposition. Since then, EagleView has only been able to identify two new documents—that should not be considered—supporting the continued deposition. Nearmap respectfully requests that EagleView’s Motion be denied.

¹ Moreover, the information about iRoofing is not new to EagleView. Nearmap produced similar documents well before Agresta’s deposition. Ex. 2 (NEARMAP_1026005 (excerpt)); Ex. 3 (Nov. 23, 2022 Nearmap Production Letter).

Submitted this 11th day of January, 2023

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